

negotiating a new lease in compliance with franchisor requirements with the owner. In either event, the landlord shall consent to Seller taking over the lease in the event of a default by the Buyer under the lease itself or the franchise agreement.

4. Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the following Assets of the Seller existing on the Closing Date (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of the Seller after the Closing:

(i) all cash and cash equivalents and securities held by or in accounts of the Seller;

(ii) all accounts receivable arising from the Business ending on the day immediately prior to the Closing Date;

5. The Closing. The purchase and sale provided for in this Agreement shall take place at a closing (the "Closing") at 712 US Highway One, Suite 400, North Palm Beach, Florida at 10:00 a.m. (local time) on or before date of receipt of temporary approval to operate business or at such other time and place as the parties may agree, including the right of the parties to request a "mail-away" closing, subject to the satisfaction or waiver of all of the conditions to Closing set forth herein.

6. Transfer of Franchise Agreement; Franchise Transfer Fee. Seller and Buyer shall use their best efforts to take all actions and do all things necessary to transfer to Buyer all of the rights and responsibilities associated with the PODS® Franchise Agreement owned by Seller. Buyer shall be responsible for paying the transfer fee required by Franchisor in the amount of \$28,688.

7. Prorations. All customarily prorated items, including, but not limited to, PODS® lease payments and royalty payments due to the Franchisor, shall be prorated as of the day before the Closing and adjusted against the Purchase Price.

8. Accounts Receivable; Accounts Payable; Collection. Seller shall be entitled to all accounts receivable that are due from the operations of the Business through the close of business on the day immediately prior to Closing and Seller shall be responsible for all accounts payable of the Business accruing through the close of business on the day immediately prior to Closing. Buyer shall be entitled to all accounts receivable accruing as of the Closing Date and shall be responsible for all accounts payable accruing from the Closing Date and thereafter. In the event that either Seller or Buyer obtains possession of funds that should be payable to the other party pursuant to this paragraph, Buyer or Seller shall notify the other promptly of the receipt of such funds and shall pay the amounts due to the other party within thirty (30) days. Seller agrees to cooperate with Buyer and Franchisor to arrange for the transfer of collection of royalties and customer payments on behalf of the Buyer. This provision shall survive the closing of the transaction. Seller shall retain the right to attempt to collect any accounts receivable and Buyer agrees to reasonably cooperate with any such collection efforts.

9. Purchase Price Allocation. Prior to Closing, Seller and Buyer shall mutually prepare an allocation of the Purchase Price, taking into account any adjustments made thereto pursuant to this Agreement, among the Franchise Rights and the Intangible Assets, which allocations shall be binding upon the parties. Buyer and Seller and each of their affiliates shall take all actions and file all tax returns consistent with such allocation unless required to otherwise so by law.

10. Operation of the Business. Seller hereby agrees, from the date of execution of this Agreement to the date of Closing, to carry on the business activities and operations of the Business diligently and in substantially the same manner as has been customary in the past, and Seller shall not remove any items.



11. Tax Matters. Before and after the Closing, Seller and Buyer shall reasonably cooperate, and shall cause their respective affiliates, officers, employees and agents to reasonably cooperate, in preparing and filing all tax returns, in resolving any audits or disputes relating to taxes and in connection with any other matters relating to Taxes.

12. Representations and Warranties of Seller. Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of South Carolina and has all requisite corporate power and authority to carry on the Business as now conducted and as proposed to be conducted.

(b) Seller owns all rights, title and interest to the Equipment, intangible assets and all other items being sold hereunder.

(c) All customer contracts and other contracts, including, not limited to the warehouse lease are enforceable and Seller is not in default.

(d) Seller will not, prior to the date of Closing materially modify any existing contract, or execute any license, permit, approval or lease, without Buyer's reasonable consent, or dispose of or encumber any portion of the Equipment. Notwithstanding the foregoing, Seller may enter into PODS leases at standard market rates without obtaining Buyer's consent.

(e) All debts of Seller relating to the Business, including but not limited to trade payables, employee salaries, franchise royalties and fees, taxes, including sales tax, and/or employment taxes have been paid or will be paid as of Closing. Notwithstanding the foregoing, in the event that additional South Carolina personal property taxes are determined to be payable on the Equipment, Seller and Buyer shall prorate any such personal property taxes.

(f) A complete list of employees has been provided to the Buyer. No employee is employed under a written agreement and all are terminable at will. There are no monies due any of Seller's employees for back pay, vacation or vacation pay or for any other reason. Seller has no unfunded pension plans, health plans or any other similar obligations.

(g) Seller has in place adequate policies of insurance against personal injury, product liability, casualty and workmen's compensation and such policies will be kept in force through the Closing date.

13. Representations and Warranties of Buyer.

(a) Buyer has full power and authority to execute and deliver this Agreement and the other Transaction Documents and to perform its obligations hereunder and thereunder. All actions on the part of Buyer, its officers, directors and Shareholders necessary for the authorization, execution and delivery of this Agreement and the other transaction documents and the performance of all obligations of Buyer hereunder and thereunder has been taken or will be taken prior to the Closing. This Agreement and the other transaction documents each constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of Buyer, enforceable in accordance with its terms.

(b) Buyer has obtained, or will obtain prior to closing, the requisite approval from the State of South Carolina necessary to operate the Business.

(c) Buyer represents and warrants that it has had a complete opportunity to examine the Seller's Business, Seller's financial records, and any other matter of interest to Buyer in deciding to purchase the Franchise and the Intangible Assets. Buyer acknowledges that Seller has made no



representation or warranty regarding the financial projections of the Business and Buyer represents and warrants that Buyer has not relied on any statement of the Seller or on any financial projections as to the Business and has made its own independent investigation and decision to proceed with this Agreement.

(d) Brokers' Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based on arrangements made by Buyer or any of its affiliates.

14. Non-Competition. For the period of ten (10) years from the Closing Date, neither Seller nor any of its affiliates shall, directly or indirectly, for its own account or on behalf of any other person, organize, own, manage, operate, join, control, finance or participate in, or assist any other person to participate in, the ownership, management, operation, control or financing of, or be connected as a principal, agent, representative, consultant, employee, investor, owner, stockholder, partner, member, manager, joint venturer or otherwise with any business, enterprise or other entity engaged in the Business anywhere in the territory encompassed by the Franchise Agreement. In the event the foregoing limitations are deemed to exceed the time, geographic, or occupational limitations permitted by applicable law, then such provisions shall be automatically reformed to the maximum time, geographic or occupational limitation permitted by applicable law.

15. Conditions Precedent to Seller's Obligation to Close. Seller's obligation to consummate the transactions to occur at the Closing is subject to the satisfaction of the following conditions:

- (a) Franchisor shall have approved the transfer of the Franchise Rights to Buyer.
- (b) Buyer shall have obtained a temporary license to operate the Business.

16. Default. In the event the sale is not closed due to any default or failure on the part of Seller, Buyer may either: (1) receive a refund of Buyer's deposit; or (2) seek specific performance. In the event the sale is not closed due to any default or failure on the part of Buyer, Seller shall retain all deposit(s) paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claims, upon which this Agreement will terminate.

17. Seller Indemnification. Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all liabilities suffered or incurred by Buyer as a result of or arising out of operations of the Business prior to Closing, which indemnity shall include attorney's fees and costs. This provision shall survive Closing. In the event that a third party asserts a claim that unquestionably arose from actions or inactions occurring before to the Closing Date and therefore, as between Buyer and Seller would be a Seller liability hereunder; Seller shall use its best efforts to obtain a release of Buyer from any such action.

18. Buyer Indemnification. Buyer hereby agrees to defend, indemnify, and hold Seller harmless from any and all liabilities suffered or incurred by Seller as a result of or arising out of operations of the Business after Closing, which indemnity shall include attorney's fees and costs. This provision shall survive Closing. In the event that a third party asserts a claim that unquestionably arose from actions or inactions occurring after the Closing Date and therefore, as between Buyer and Seller would be a Buyer liability hereunder; Buyer shall use its best efforts to obtain a release of Seller from any such action.

19. Licensing. Buyer and Seller acknowledge that Buyer must obtain the following licenses from the State of South Carolina to provide for-hire transportation as a motor carrier between points in South Carolina : (1) a Class E (Household Goods) Certificate from the South Carolina Public Service Commission to transport household goods; and (2) a Class E-LC, Certificate of Compliance from the South Carolina Department of Motor Vehicles to transport general commodities ("Licenses"). Buyer agrees to apply for its License immediately (if Buyer has not already applied as of the date of this

Agreement) and diligently pursue obtaining the required License. If the Buyer does obtain these licenses prior to closing, the parties will apply before the closing to the relevant agency for permission to operate on interim basis. It is a condition precedent that Buyer obtains at least such interim permission.

20. Notices. All notices, consents, waivers, deliveries required under this Agreement, and other communications ("Notices") must be in writing and will be deemed to have been duly given when (i) delivered by hand (against receipt), (ii) sent by facsimile (with written confirmation of receipt), (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (iv) 5 days after being sent registered or certified mail, return receipt requested, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may hereafter designate by similar Notice to the other parties):

If to Seller:

Portable Storage of Columbia, LLC  
7704 South Rail Road  
Attn.: Russ Houston/Timothy Ciasulli  
North Charleston, SC 29418

with a copy to:

Cohen, Norris, Scherer, Weinberger & Wolmer  
712 US Highway One, Suite 400  
North Palm Beach, Florida 33408  
Attention: Fred C. Cohen, Esq.  
Telephone: (561) 844-3600  
Facsimile: (561) 842-4104

If to Buyer:

Portable Storage and Moving of Columbia, LLC  
2183 Commerce Drive  
Cayce, SC 29033  
Attn.: Eric Olson  
Telephone: 866-229-4120  
Facsimile: ( ) \_\_\_\_\_

NOTE: Prior to closing notices to Buyer should be sent to William N. Searcy at the address below:

with a copy to:

William N. Searcy, Esq.  
Brannen, Searcy & Smith, LLP  
22 East Thirty-Fourth Street  
Savannah, Georgia 31412  
Telephone: 912-234-8875  
Facsimile: 912-232-1792

21. Miscellaneous.

(a) Except as expressly provided herein, each party shall bear its own expenses, including without limitation, all fees of counsel, consultants, and accountants incident to this Agreement.

(b) Seller and Buyer will consult with each other concerning the means by which the Seller's employees, customers, and suppliers and others having dealings with the Seller will be informed of the contemplated transactions.



(c) This Agreement contains the entire understanding of the parties, supersedes all prior agreements and understandings, and shall not be amended except by a written instrument hereafter signed by all of the parties hereto.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

(e) In the event that any covenant, condition, or other provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein.

(f) The parties agree to take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect.

(g) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be binding as originals. Time shall be of the essence for all purposes hereunder.

(h) In the event of a dispute between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including all appellate attorneys' fees and costs, and costs associated with collection of same.

(i) The validity and construction of this Agreement shall be governed and construed and enforced in accordance with the internal laws (and not the choice-of-law rules) of the State of South Carolina

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the  
dates set forth below.

WITNESSES:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

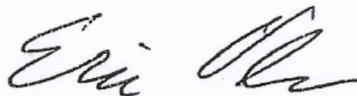
Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

BUYER:

**Portable Storage and Moving of Columbia,  
LLC, a South Carolina limited liability company**



By: \_\_\_\_\_  
Eric Olson, Manager

Date: July 2, 2009

SELLER:

**Portable Storage of Columbia, LLC,  
a South Carolina limited liability company**

By: \_\_\_\_\_  
Timothy D. Ciasulli, Manager

Date: July \_\_\_\_, 2009

**Portable Storage of Columbia, LLC,  
a South Carolina limited liability company**

By: \_\_\_\_\_  
Russ Houston, Managing Member

Date: July \_\_\_\_, 2009



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the  
dates set forth below.

WITNESSES:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: Stacie Jo Pope

Print: Stacie Jo Pope

Sign: Marce A Bodington

Print: Marce A Bodington

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

BUYER:

**Portable Storage and Moving of Columbia,  
LLC, a South Carolina limited liability company**

By: \_\_\_\_\_  
Eric Olson, Manager

Date: July \_\_\_\_, 2009

SELLER:

**Portable Storage of Columbia, LLC,  
a South Carolina limited liability company**

By: \_\_\_\_\_  
Timothy D. Ciasulli, Manager

Date: July 2, 2009

**Portable Storage of Columbia, LLC,  
a South Carolina limited liability company**

By: \_\_\_\_\_  
Russ Houston, Managing Member

Date: July \_\_\_\_, 2009



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the dates set forth below.

WITNESSES:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

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Sign: \_\_\_\_\_

Print: \_\_\_\_\_

BUYER:

**Portable Storage and Moving of Columbia, LLC, a South Carolina limited liability company**

By: \_\_\_\_\_  
Eric Olson, Manager

Date: July \_\_\_\_, 2009

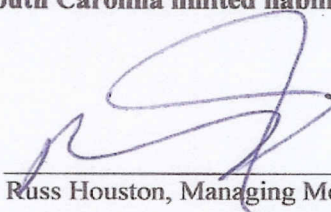
SELLER:

**Portable Storage of Columbia, LLC, a South Carolina limited liability company**

By: \_\_\_\_\_  
Timothy D. Ciasulli, Manager

Date: July \_\_\_\_, 2009

**Portable Storage of Columbia, LLC, a South Carolina limited liability company**

By:  \_\_\_\_\_  
Russ Houston, Managing Member

Date: July 7, 2009



## **EXHIBIT "A"**

### **Intangible Assets**

- a. All permits, consents, contracts, licenses, approvals, intangible rights, certificates, and all other agreements of any kind or nature whatsoever relating directly or indirectly to the ownership, use, operation and maintenance of the Business.
- b. Telephone numbers, Facsimile exchange numbers, and all associated telephone numbers;
- c. All websites and email addresses associated with the Business.
- d. All PODS leases and the rights to receive and collect rents from such lessees.
- e. All goodwill of the Business.

**EXHIBIT "B"**

**Equipment**



# **PORTABLE STORAGE OF** **COLUMBIA WAREHOUSE** **INVENTORY**

1.      PODS DELIVERY TRUCKS W/ALUMINUM BEDS AND  
         PODZILLA LIFTS- VIN NUMBERS'S  
         1HTMMAAM72H522533 MODEL 4300 4 X 2  
         1HTMMAAM72H522534 MODEL 4300 4 X 2
2.      MIG WELDER MODEL 2DCR/5224
3.      AIR COMPRESSOR (EMGLOW) SERIAL # 070584121
4.      DELTA BAND SAW
5.      DELTA DRILL PRESS 200652-XL
6.      PRESSURE WASHER
7.      2-BACK UP PRESSURE WASHERS
8.      2 FLOOR JACKS
9.      20 GALLON SHOP VAC
10.     2 WHEEL DOLLIE
11.     2-FREIGHT DOLLIES
12.     VERSA LADDER 16'
13.     VERSA LADDER 12'
14.     ROLLING STAIRS
15.     MISCELLANEOUS SETS OF PALLET RACKING

16. MISCELLANEOUS HAND POWER TOOLS
17. INVENTORY OF SHOP SUPPLIES (OIL, GREASE, MISC. PARTS)
18. VACUUM (DIRT DEVIL)
19. 1- 6' DESK
20. 2 MEDIUM DESK
21. 1 MAHOGANY DESK
22. 2- 12' CONFERENCE TABLES
23. OFFICE CHAIR
24. 1 RED OFFICE CHAIR
25. PHONE SYSTEM WITH FIVE PHONES
26. 3 FILE CABINETS
27. GATEWAY COMPUTER
28. 2300 HP PRINTER SERIAL # CNBGH03000
29. 8250 HP SCANNER SERIAL # CN397T0032
30. 1040HP FAX MACHINE
31. 22 LOCKERS
32. KENMORE SIDE BY SIDE FRIDGE
33. MICROWAVE AND COFFEE MAKER
34. MISCELLANEOUS POD REPLACEMENT PARTS  
(PANELS, SIGNS, DOORS, ROOFS, 4X4'S AND 5X5'S)



21 74

**35. MISCELLANEOUS PODZILLA REPLACEMENT PARTS  
(RIMS, TIRES, TUBES, AXLES, STRAPS)**

36. All PODS UNITS OWNED BY SELLER  
(NOT LESS THAN 352 PODS UNITS)

# Exhibit

# D



## EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2009 between \_\_\_\_\_ ("Lessor"), with an address at \_\_\_\_\_, and **Portable Storage and Moving of Columbia, LLC, a South Carolina limited liability company** ("Lessee"), with an address at \_\_\_\_\_,

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, subject to the following terms of this Lease ("Lease"), the personal property described in Schedule "A" (the "Equipment").

1. Commencement Date and Term. The lease term ("Term") and Lessee's rental obligations shall begin on the Commencement Date and continue for the number of Rental Periods specified in the Lease as set forth in Section 2 below.
2. Rent and Rental Period. All rental payments and any other amounts payable under a Lease are collectively referred to as "Rent". **Commencing \_\_\_\_\_, 2009** and on the same day of each successive month, Lessee shall pay to Lessor **120** consecutive monthly payments of **\$12,500.00**. Rent is due and payable in advance, to the address specified in Lessor's invoice, on the first day of each month during the Term of this Lease. If any Rent is not paid within five (5) days of the date when due, Lessee will pay a service fee equal to five percent (5%) of the overdue amount plus interest at the rate of one and one half percent (1.5%) per month or the maximum legal interest rate, whichever is less. On the date that the 36<sup>th</sup>, 60<sup>th</sup>, and 84<sup>th</sup> lease payment are due, Lessee shall have the three (3) opportunities to buy out the rest of the Lease from the Lessor by paying to Lessor, in addition to the 36<sup>th</sup>, 60<sup>th</sup> and 84<sup>th</sup> lease payment, a single additional payment on the 36<sup>th</sup> payment in the amount of **\$668,432.42, \$541,373.07 on the 60<sup>th</sup> and \$372,396.51 on the 84<sup>th</sup>**. In the event Lessee elects to exercise this right, Lessee shall notify Lessor, in writing, at least thirty (30) days, but not more than sixty (60) days, prior to the 36<sup>th</sup>, 60<sup>th</sup> and 84<sup>th</sup> lease payment. If Lessee fails to timely notify Lessor, this right shall lapse and this Lease shall continue until the end of the Term. In the event that any additional payment amount referred to above are made by Lessee, Lessee shall be entitled to exercise the purchase option described in paragraph 3, below and this Lease shall terminate.
3. Purchase Option. At the end of the term of the Equipment Lease, Lessee shall have the option of purchasing all Equipment for the sum of One Dollar (\$1.00).
4. Net Lease, Taxes and Fees. Payment of Rent shall be absolute and unconditional, and shall not be subject to any abatement, reduction, setoff, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Lessee agrees to pay Lessor when due all taxes (municipal, state and federal) imposed upon a Lease or the Equipment or its ownership, leasing, renting, possession or use except for taxes based on Lessor's income.
5. Title. The Equipment shall always remain personal property. Lessee shall have no right or interest in the Equipment except as provided in this Lease and shall hold the Equipment subject and subordinate to the rights of Lessor. Lessee agrees to execute UCC-1 financing statements as and when requested by Lessor and hereby appoints Lessor as its attorney-in-fact to execute such financing statements. Lessor may file a photocopy of any Lease as a financing statement. Lessee will, at its expense, keep the Equipment free and clear from any liens or encumbrances of any kind (except any caused by Lessor or Wachovia Bank) and will indemnify and hold Lessor harmless from and against any loss or expense caused by Lessee's failure to do so. Lessee shall give Lessor immediate written notice of any attachment or judicial process affecting the Equipment or Lessor's ownership. If requested, Lessee will label the Equipment as the property of Lessor and shall allow, subject to Lessee's reasonable security requirements,



the inspection of the Equipment during regular business hours. Lessor may not pledge equipment under this lease as collateral and shall keep the equipment unencumbered from any lien.

6. Use, Maintenance and Repair. Lessee, at its own expense, shall keep the Equipment in good repair, appearance and condition, other than normal wear and tear. All parts furnished in connection with any repair and maintenance shall be manufacturer-authorized parts and shall immediately become components of the Equipment and the property of Lessor. Lessee shall use the Equipment in compliance with the manufacturer's suggested guidelines and in accordance with the requirements of the PODS Franchise Agreement.

7. Assignment and Relocation. Lessee may not sublease or assign its rights under this Lease without Lessor's prior written consent, which consent may be unreasonably withheld. No permitted assignment or sublease shall relieve Lessee of any of its obligations hereunder. Lessee acknowledges Lessor may sell and/or assign its interest or grant a security interest in each Lease and/or the Equipment to an assignee ("Lessor's Assignee"). However, so long as Lessee is not in default under the terms of this Lease Agreement or under the terms of the PODS Franchise Agreement, Lessor shall not interfere with Lessee's right and use of the Equipment. Lessee, at its expense, may relocate the Equipment to a different address with thirty (30) days' prior written notice to Lessor.

8. Upgrades and Additions. Lessee may affix or install any accessory, addition, upgrade, equipment or device on the Equipment ("Additions") provided that such Additions (i) can be removed without causing material damage to the Equipment, (ii) do not reduce the value of the Equipment and (iii) are not subject to the interest of any third party other than Lessor. Any other Additions may not be installed without Lessor's prior written consent. At the end of the Lease term, Lessee shall remove any Additions which (i) were not leased by Lessor and (ii) are readily removable without causing material damage or impairment of the intended function, use, or value of the Equipment and restore the Equipment to its original configuration. Any Additions which are not so removable will become the Lessor's property (lien free).

9. Replacement of Equipment. Lessee may replace equipment or purchase additional equipment at its own expense and Lessor will have no title, right or interest in the new equipment, unless such new equipment is purchased as a result of the destruction of existing equipment by accident or casualty in which event this Equipment Lease shall apply to such new equipment.

10. Lease End Options. Upon written notice given at least ninety (90) days prior to expiration of the Lease Term, and provided Lessee is not in default under this Lease, Lessee may (i) purchase the Equipment in its then existing condition, or (ii) return the Equipment to Lessor at the expiration date of the Lease.

11. Insurance, Loss or Damage. Lessee shall provide at its expense (i) insurance against the loss or theft or damage to the Equipment, (ii) insurance against public liability and property damage, and (iii) an automobile collision and comprehensive insurance policy protecting Lessor against any and all loss or damage to the vehicles covered by this Lease, all of which shall be in the amounts and in the form(s) reasonably satisfactory to Lessor. Lessee shall provide a certificate of insurance that such coverage is in effect, upon request by Lessor, naming Lessor as loss payee and/or additional insured as may be required. Such coverage shall be primary and not excess or contributory and shall be in a form acceptable to Lessor. Lessee shall deliver all policies of insurance, or evidence satisfactory to Lessor of such coverage, prior to the commencement of this Lease and at least thirty (30) days prior to the expiration of such coverage. Each insurer shall agree, by endorsement upon the policy issued by it, or by an independent document provided to Lessor, that it shall give Lessor thirty (30) days' prior written notice of the effective date of any alteration or cancellation of such policy.



Lessee shall notify Lessor of any loss of, or damage to, or accident involving any vehicle, immediately by telephone, and in writing as soon as practicable thereafter, and to cooperate fully in the investigation, prosecution and/or defense of any claim or suit and to do nothing to impair or invalidate any applicable liability, physical damage or cargo coverage. Lessee shall bear the entire risk of loss, theft, destruction of or damage to any item of Equipment. No loss or damage shall relieve Lessee of the obligation to pay Rent or any other obligation under this Lease. In the event of loss or damage, Lessee shall promptly notify Lessor and shall, at Lessor's option, (i) place the Equipment in good condition and repair, or (ii) replace the Equipment with lien-free Equipment of the same model, type and configuration in which case the Lease shall continue in full force and effect and clear title in such Equipment shall automatically vest in Lessor, or (iii) pay Lessor the present value of remaining Rent plus the buyout purchase option price provided for in this Lease.

12. Financial and Other Reports.

(a) The Lessee agrees to furnish (at Lessee's expense) Lessor accurate and compiled financial statements of Lessee's operations and conditions at least annually, compilation to be done by Lessee's and Guarantors' Certified Public Accountants, and to furnish an annual compiled statement until the end of the Lease Term. These statements must reflect income and expenses and changes in assets and liabilities during the given period, all prepared in accordance with generally accepted accounting principals. Accuracy of these statements is to be personally certified by the Lessee and Guarantors. Failure to furnish such statements shall be an Event of Default under this Lease.

(b) All Federal Tax Returns of Lessee's LLC and any, upon reasonable request, Guarantors shall be furnished annually, within thirty (30) days of the filing date, and all amendments thereto shall likewise be furnished to Lessor. Lessor will not disseminate Guarantor's tax returns and will take commercially reasonable precautions to keep same confidential. Failure to furnish such tax returns shall be an Event of Default under this Lease under the same conditions. In the event an extension is sought, a copy of the extension request shall be provided upon its filing within the period allowed for extension.

(c) Lessee shall maintain substantially similar accounting procedures as those in use when this Lease was executed unless Lessor is notified in writing of a change and consents to such change. Lessor reserves the right to request such additional accounting and reports as Lessor, in its sole discretion, deems necessary.

(d) In addition to the above, the Lessee shall furnish (or cause to be furnished) to Lessor such additional financial reports and records when requested by Lessor.

Intentionally Deleted.

13. Inspection, Warranties And Limitation of Liability. Lessee acknowledges that it has fully inspected the Equipment and disclaims any reliance upon statements made by Lessor. Lessee acknowledges and agrees that use and possession of the Equipment by Lessee shall be subject to and controlled by the terms of any manufacturer's warranty, if any, and Lessee agrees to look solely to the manufacturer with respect to all mechanical, service and other claims, and the right to enforce all warranties made by said manufacturer are hereby assigned to Lessee for the term of the Lease.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NON-FRINGEMENT, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IT BEING AGREED THAT AS THE LESSEE SELECTED BOTH THE EQUIPMENT AND THE SUPPLIER, NO DEFECT,



EITHER PATENT OR LATENT SHALL RELIEVE LESSEE OF ITS OBLIGATION HEREUNDER. LESSEE AGREES THAT LESSOR SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR ANY LIABILITY, LOSS, DAMAGE OR EXPENSE OF ANY KIND INCLUDING, WITHOUT LIMITATION, INDIRECT INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, DAMAGES ARISING FROM THE LOSS OF USE OF EQUIPMENT, LOST PROFITS, OR FOR ANY CLAIM OR DEMAND.

14. Indemnity. Lessee shall indemnify and hold harmless Lessor from and against any and all claims, actions, suits, proceedings, liabilities, damages, penalties, costs and expenses (including reasonable attorneys' fees), arising out of the use, operation, possession, ownership, selection, leasing, maintenance, delivery or return of any item of Equipment.

15. Default And Remedies. Lessee shall be in default of any Lease if (i) Lessee fails to pay Rent within twenty (20) days of due date however in the event Lessor does not receive any payment from Lessee within fifteen (15) days after the due date, Lessor shall notify Lessee via email or facsimile and Lessee shall have five (5) days from the date of the notice to make the required payment prior to being in default; (ii) Lessee fails to perform or observe or breaches any covenant or condition or any representation or warranty in such Lease, and such failure or breach continues uncured for a period of forty five (45) days after written notice from Lessor; (iii) Lessee, except as expressly permitted in the Lease, attempts to move, sell, transfer, encumber, or sublet without consent any item of Equipment leased under such Lease; (iv) Lessee files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Lessee or for a substantial part of its property without its consent; (v) Lessee shall terminate its existence by merger, consolidation, sale of substantially all of its assets or otherwise. Upon default, Lessor may, at its option, take one or more of the following actions: (i) declare all sums due and to become due under the Lease immediately due and payable, (ii) require Lessee to return immediately all Equipment to Lessor, (iii) take immediate possession of and remove the Equipment, (iv) sell any or all of the Equipment at public or private sale or otherwise dispose of, hold, use or lease to others, or (v) exercise any right or remedy which may be available to Lessor under applicable law, including the right to recover damages for the breach of the Lease. In addition, Lessee shall be liable for reasonable attorney's fees, other costs and expenses resulting from any default, or the exercise of Lessor's remedies. Each remedy shall be cumulative and in addition to any other remedy otherwise available to Lessor at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Lessor's other rights.

16. Lessee's Representations. Lessee represents and warrants for this Lease that the execution, delivery and performance by Lessee have been duly authorized by all necessary corporate action; the individual executing was duly authorized to do so; the Lease constitutes the valid, binding agreement of the Lessee enforceable in accordance with their terms; that all information supplied by Lessee, including but not limited to the credit application and other financial information concerning Lessee, is accurate in all material respects as of the date provided; and if there is any material change in such information prior to manufacturer's or, if appropriate, supplier's shipment of Equipment under the Lease, Lessee will advise Lessor of such change in writing.

17. Applicable Law. This Lease shall in all respects be governed by and construed in accordance with the laws of the state of South Carolina, without giving effect to the principles of conflict of laws.

18. Notice. All notices, requests, demands, claims and other communications required or permitted to be given or made hereunder must be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given and received (i) if personally delivered, when so delivered, (ii) if mailed, 3 business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, (iii) if sent



through an overnight delivery service in circumstances to which such service guarantees next day delivery, the next business day following being so sent, and (iv) if sent by electronic facsimile, once such notice or other communication is transmitted to the fax number specified below and the appropriate printed confirmation of transmission is received, provided that such notice or other communication is promptly thereafter mailed in accordance with the provisions of clause (ii) above or sent by overnight delivery service in accordance with clause (iii) above:

19. Miscellaneous.

(a) Lessee agrees to execute and deliver to Lessor such further documents, including, but not limited to, financing statements, assignments, and financial reports and take such further action as Lessor may reasonably request to protect Lessor's interest in the Equipment. The performance of any act or payment by Lessor shall not be deemed a waiver of any obligation or default on the part of Lessee. Lessor's failure to require strict performance by Lessee of any of the provisions of this Master Lease shall not be a waiver thereof. No rights or remedies referred to in the Uniform Commercial Code will be conferred on Lessee unless expressly granted in this Lease.

(b) This Lease constitutes the entire understanding between the parties and supersedes any previous representations or agreements whether verbal or written with respect to the use, possession and lease of the Equipment described in that Schedule.

(c) No amendment or change of any of the terms or conditions herein shall be binding upon either party unless they are made in writing and are signed by an authorized representative of each party.

(d) This Lease is non-cancellable for the full term specified and shall be binding upon, and shall inure to the benefit of Lessor, Lessee, and their respective successors, legal representatives and permitted assigns.

(e) All agreements, representations and warranties contained herein shall be for the benefit of Lessor and shall survive the execution, delivery and termination of this Lease.

(f) Any provision of this Lease which is unenforceable shall not cause any other remaining provision to be ineffective or invalid.

The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

20. Equipment. Lessee acknowledges that portions of the Equipment are subject to a lien securing a loan from Wachovia Bank with an approximate current balance of \$480,000, which loan will not be released until the loan is paid off. Upon receipt of Lessee's monthly payment, Lessor will make the payment due to Wachovia and provide satisfactory evidence to Lessee of Lessor's payment to Wachovia. In the alternative, Lessee shall have the right to make monthly payments to Wachovia directly and in such event Lessee shall provide satisfactory evidence to Lessor of Lessee's payment to Wachovia.



IN WITNESS WHEREOF, the parties shall cause this lease to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

EXHIBIT "A"

**PORTABLE STORAGE OF**  
**COLUMBIA WAREHOUSE**  
**INVENTORY**

1. PODS DELIVERY TRUCKS W/ALUMINUM BEDS AND  
PODZILLA LIFTS- VIN NUMBERS'S  
1HTMMAAM72H522533 MODEL 4300 4 X 2  
1HTMMAAM72H522534 MODEL 4300 4 X 2
2. MIG WELDER MODEL 2DCR/5224
3. AIR COMPRESSOR (EMGLOW) SERIAL # 070584121
4. DELTA BAND SAW
5. DELTA DRILL PRESS 200652-XL
6. PRESSURE WASHER
7. 2-BACK UP PRESSURE WASHERS
8. 2 FLOOR JACKS
9. 20 GALLON SHOP VAC
10. 2 WHEEL DOLLIE
11. 2-FREIGHT DOLLIES
12. VERSA LADDER 16'
13. VERSA LADDER 12'
14. ROLLING STAIRS
15. MISCELLANEOUS SETS OF PALLET RACKING

16. MISCELLANEOUS HAND POWER TOOLS
17. INVENTORY OF SHOP SUPPLIES (OIL, GREASE, MISC. PARTS)
18. VACUUM (DIRT DEVIL)
19. 1- 6' DESK
20. 2 MEDIUM DESK
21. 1 MAHOGANY DESK
22. 2- 12' CONFERENCE TABLES
23. OFFICE CHAIR
24. 1 RED OFFICE CHAIR
25. PHONE SYSTEM WITH FIVE PHONES
26. 3 FILE CABINETS
27. GATEWAY COMPUTER
28. 2300 HP PRINTER SERIAL # CNBGH03000
29. 8250 HP SCANNER SERIAL # CN397T0032
30. 1040HP FAX MACHINE
31. 22 LOCKERS
32. KENMORE SIDE BY SIDE FRIDGE
33. MICROWAVE AND COFFEE MAKER
34. MISCELLANEOUS POD REPLACEMENT PARTS  
(PANELS, SIGNS, DOORS, ROOFS, 4X4'S AND 5X5'S)



# Exhibit

E



Date: 10/6/2008

2120 Commerce Drive  
Cayce, SC 29033

INVOICE

20813219  
M N Designs  
Attn: Marsha Newman  
p O Box 212125  
Columbia, SC 29221

INVOICE		POD ID	TERMS	LOCATION	DUE DATE	
053-017172			Auto charge	Columbia, SC	10/6/2008	
QUANTITY	DESCRIPTION				RATE	AMOUNT
1	onsite del. for 16				\$89.00	\$89.00
1	onsite storage for 16 [RES CC ONLY]				\$120.00	\$120.00
<div>Billing: (843) 552-1899 Hrs: M-F 8-5 Sat 8-12 EST Scheduling: 1-800-776-7637 Fax: 843-552-0747</div>						
					SUB TOTAL	\$209.00
					Tax Amount	\$14.63
					TOTAL*	\$223.63

Please notify us of any changes in address or phone number.

Visit us online at [www.podsusa.com](http://www.podsusa.com)



2120 Commerce Drive  
Cayce, SC 29033

Date: 11/3/2008

INVOICE

20813219  
M N Designs  
Attn: Marsha Newman  
p O Box 212125  
Columbia, SC 29221

INVOICE		POD ID	TERMS	LOCATION	DUE DATE	
053-017685		43B53	Auto charge	Columbia, SC	11/4/2008	
QUANTITY	DESCRIPTION				RATE	AMOUNT
1	onsite add. move for a 16				\$65.00	\$65.00
Billing: (843) 552-1899						
Hrs: M-F 8-5 Sat 8-12 EST						
Scheduling: 1-800-776-7637						
Fax: 843-552-0747						
					SUB TOTAL	\$65.00
					Tax Amount	\$4.55
					TOTAL*	\$69.55

Please notify us of any changes in address or phone number.

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